CURRENT DECISIONS

AGENCY—ESTOPPEL—ACTIONS EX DELICTO.—The plaintiff was injured by an automobile owned and driven by A. The plaintiff sued B as employer of A. The evidence showed that B had sold out to C, who retained the seller's name and location. The lower court allowed the plaintiff to recover on the ground of estoppel. *Held,* that such recovery was error. *Jung v. New Orleans Ry. & Light Co.* (1919, La.) 82 So. 870.

As pointed out by the court, estoppel is applied where persons have acted in good faith in reliance upon representations and have changed their position so that a denial of the facts as represented would cause them loss. In an action *ex delicto* this doctrine cannot be applied to hold one "liable" for the acts of another who appears to be his agent, because the plaintiff cannot say he would have acted differently had he known otherwise. To do so would be to admit contributory negligence. The authorities are not uniform; the well-reasoned doctrine of the instant case is obviously the sounder one.

AGENCY—EXCLUSIVE PRIVILEGE TO SELL.—The plaintiff and the defendant executed a contract by which the plaintiff was to aid in making sales of land bought by the defendant from the plaintiff for $1 per acre commission. The plaintiff had shown such land to prospects furnished by the defendant, but the sale was made not to them, but to other parties with whom the plaintiff had not negotiated. The plaintiff sued for the commission of $1 per acre. *Held,* that he could not recover. *Alley v. Griffin* (1919, Tex. Civ. App.) 215 S. W. 479.

The court denied recovery on the theory that an "exclusive agency" does not prohibit the owner himself from selling without incurring the duty to pay the agent commissions on such sales. This doctrine is reviewed in COMMENT (1919) 28 YALE LAW JOURNAL, 575. As to the sufficiency of the consideration in exclusive agency contracts, see (1919) 29 *ibid.,* 115.

CARRIERS—GOVERNMENT ADMINISTRATION—FUEL ORDERS.—The plaintiff was the consignee of a shipment of horses transported by the defendant. During the transmission the horses were so handled that several died after delivery and the remainder were emaciated. In a suit for damages the defendant claimed that it was under government control and hence not liable. *Held,* that this was no defence. *Clapp v. American Express Co.* (1919, Mass.) 125 N. E. 162.

This holding is in harmony with what seems to be the weight of authority. *Cf. Witherspoon & Sons v. Postal Telegraph Co.* (1919, E. D. La.) 257 Fed. 758; (1918) 28 YALE LAW JOURNAL, 199; (1919) *ibid.,* 714, 830.

CONSTITUTIONAL LAW—DUE PROCESS—DAMAGES UPON TERMINATION OF A FRANCHISE.—A canal company in 1839 obtained the power of eminent domain to condemn land for canal purposes provided that it should, at all times when safe to open the locks, permit all boats, etc., of proprietors of abutting lands to pass through the canal. Such proprietors had previously had access to deep water through creeks and streams destroyed by the canal. In 1916 the canal company obtained permission from the legislature to abandon its franchise so far as necessary to permit a railroad to bridge the canal; it then granted the railroad the privilege of building a bridge shutting off passage through the canal at that point. The plaintiffs, proprietors of adjoining land, sued for an injunction against the canal company and the railroad. *Held,* that the petition disclosed no cause of action since the privilege of passing terminated